



## Composite Mortgage Affidavit (2006)

(All Purpose)

Commitment No. \_\_\_\_\_ Loan No. \_\_\_\_\_  
Property Address: \_\_\_\_\_  
\_\_\_\_\_

The undersigned state to the Division that with respect to the land described in the above listed Commitment or Certificate to guarantee title, and to their best knowledge and belief:

1. Within the last ninety (90) days
  - a. No labor, services or materials have been furnished to improve the land or to rehabilitate, repair, refurbish or remodel the building(s) situated on the land
  - b. Nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures
  - c. Nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment that are to be completed subsequent to the date hereof
  - d. Nor have any notices of lien been received, **except**:

\_\_\_\_\_  
Note: Please attach all lien waivers

2. There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements regarding any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, **except**: (attach copies)

3. There are no unrecorded contracts or options to purchase the land, **except**: (attach copies)

4. There are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, **except**: (attach copies): \_\_\_\_\_

5.
  - a) The improvements (house, garage, outbuilding, etc.) on the subject property are within the boundary lines and set back lines if any, of said property
  - b) There are no encroachments by improvements (buildings, fences, walkways, driveways, eaves, drains, etc.) from adjoining property on to the land
  - c) There is no known assertion being made by either the undersigned or the owners of adjoining property against the other as to the location of boundary lines
  - d) There is no dispute as to the occupancy of any portion of the subject property, **except**:

6. Please choose either (a) or (b) below:

- ☐ (a) There are no covenants, conditions or restrictions which limit the use of said property.  
☐ (b) I am familiar with the covenants, conditions or restrictions recorded in Book \_\_\_\_\_  
Page \_\_\_\_\_, in the Recorder's Office of \_\_\_\_\_ County, Iowa, and there are no violations of any of the provisions of said covenants, conditions and restrictions, **except**:

7. Borrower(s)/purchaser(s) verify that the property (choose one of the following)  
☐ is or will be used ☐ is not or will not be used as a principal residence.  
If the property is or will be used as a principal residence, please complete paragraph 8 below.
8. Purchaser(s) may **Elect** \_\_\_\_\_ or **Decline** \_\_\_\_\_ (initial choice) to receive a standard Owner's Certificate for the full purchase price of \$ \_\_\_\_\_.  
(Not available for purchases over \$500,000).
9. That the undersigned makes the above statements for the purpose of including the Title Guaranty Division of the Iowa Finance Authority to issue its Lender and/or Owner Title Guaranty Certificate(s) with respect to the land described in the above Commitment and/or Certificate.
10. Any person or entity signing the affidavit who is also the mortgagor in a mortgage to be guaranteed under a Lender Certificate to be issued pursuant to the above Commitment to guarantee title attests that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any purchaser of the mortgage and its obligations may do so in reliance upon the truth of the matters herein recited; and that this affidavit is made for the purpose of better enabling the holder(s) from time to time, of the mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to guarantee the purchasers or pledge thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

**Seller(s) or Owner(s):**

\_\_\_\_\_  
\_\_\_\_\_  
(Typed Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Typed Name)

**Purchaser(s)**

\_\_\_\_\_  
\_\_\_\_\_  
(Typed Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Typed Name)

Subscribed and sworn before me, a Notary Public in and for \_\_\_\_\_ County and State of  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Place notary stamp or seal here)

\_\_\_\_\_  
Notary Public

Subscribed and sworn before me, a Notary Public in and for \_\_\_\_\_ County and State of  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Place notary stamp or seal here)

\_\_\_\_\_  
Notary Public

Note: Sellers and purchasers may complete separate affidavits. The affiants must fully read this affidavit, complete paragraphs 1 through 8 above and execute before a Notary Public.